Order under Section 69
Residential Tenancies Act, 2006

Citation: SELA v GETZLER, 2026 ONLTB 54453
Date: 2026-07-13
File Number: LTB-L-034431-26

In the matter of: 1707, 7 NORTH PARK RD
THORNHILL ON L4J0C9

Between: BENI SELA — Landlord
LARISA SELA

And

SHACHAR GETZLER — Tenant

BENI SELA and LARISA SELA (the 'Landlord') applied for an order to terminate the tenancy and evict SHACHAR GETZLER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 25, 2026.

The Landlord and Tenant attended the hearing. The Landlord was represented at the hearing by Evgeny Apekar. The Tenant was represented by Ying Ngai Yu.

Determinations:

1. On March 27, 2026, The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not pay the amount claimed in the notice by the termination date or before the application was filed.
2. The Tenant does not dispute the amount of rent arrears claimed by the Landlord. However, the Tenant submits that the N4 Notice is invalid because the Landlord failed to comply with section 12 of the *Residential Tenancies Act, 2006* (the 'Act') by failing to provide the Landlord's legal name and address for service.
3. The Tenant therefore submits that, when the N4 Notice was served, the obligation to pay rent remained suspended pursuant to section 12(4) of the Act and the Landlord was not entitled to require payment of rent or serve an N4 Notice.
4. As explained below, I agree with the Tenant and find the N4 to be invalid.

Analysis

5. Section 12(1) of the Act requires every written tenancy agreement entered into on or after June 17, 1998 to set out the legal name and address of the landlord to be used for the purpose of giving notices or other documents under the Act. Section 12(4) provides that,

until the landlord complies with subsection (1), the tenant's obligation to pay rent is suspended and the landlord shall not require the tenant to pay rent. Pursuant to section 12(5), once the landlord complies with subsection (1), the tenant must pay all rent withheld under subsection (4).

6. The Landlord filed two tenancy agreements executed by the parties (DOC-8175261). It is unnecessary to determine which agreement governs the tenancy because neither agreement contains an address for service for the Landlord as required by section 12(1) of the Act.
7. The Ontario Standard Form of Lease contains the email address beni_sela@hotmail.com. However, this e-mail address turned out to be invalid. Accordingly, I find the Landlord not to be in compliance with s.12(1) of Act.

When did the Landlord become complaint?

8. As the Landlord's representative correctly submits, section 12(4) does not suspend the Tenant's obligation to pay rent indefinitely. The obligation is restored once the Landlord complies with section 12(1), and any rent withheld must then be repaid in accordance with section 12(5) of the Act.
9. The Landlord submits that compliance occurred on March 27, 2026, when the N4 Notice was served. The N4 identified the Landlord's representative and contained the representative's business address, telephone number and email address. In support of this position, the Landlord relies upon *Nejad v. Preddie*, 2016 ONSC 4348.
10. I accept that *Nejad v. Preddie* establishes that a landlord may satisfy section 12(1) by identifying an authorized representative as the address for service rather than providing the landlord's personal address. However, whether section 12 has been satisfied depends upon the particular facts of each case. In *Nejad*, the Member found that counsel had been identified as the landlord's agent for the purpose of receiving notices, and the Divisional Court held that this constituted compliance with section 12(1). In my view, that decision does not stand for the proposition that every N4 Notice containing a representative's contact information automatically satisfies section 12 regardless of the surrounding circumstances.
11. On March 22, 2026, before the N4 Notice was served, the Tenant filed application LTB-T-025540-26. On March 27, 2026, the Board advised the Tenant that the application was deficient because it did not contain a valid address for service for the Landlord. The Tenant was directed to cure that deficiency by April 11, 2026, failing which the application could be administratively closed. The same day, coincidentally being the same the day the Tenant received the N4, the Tenant responded to Board providing the representative’s email address.
12. On April 10, 2026, the Board administratively dismissed the Tenant's application after determining that the representative's email address was not, at that time, a sufficient address for service. In my view the Board was correct to dismiss the Tenant’s application. The Board was not satisfied it could serve the Tenant's application upon the Landlord using that email address because there had been no confirmation that the representative consented to accept service on the Landlord's behalf.

13. It was not until four days later the Board issued another endorsement, whereby it was confirmed he representative consented to using the e-mail address evgeny@aptekarparlegal.com on March 31, 2026. The Tenant's application was reopened.
14. The Landlord submits the circumstances surrounding the Tenant's application are irrelevant to the current application before the Board. I disagree.
15. The purpose of section 12 is to ensure that tenants have a reliable means of serving notices and other documents upon their landlord. As of March 27, 2026, the Tenant did not have such a means. The Tenant was temporarily prevented from pursuing a Board application because no valid address for service had been established. In my view, this is precisely the type of mischief section 12 was enacted by the Legislature to prevent. I find the circumstances regarding the Tenant's application are therefore directly relevant to determining whether the Landlord had complied with section 12(1).
16. I find that the Landlord did not comply with section 12(1) until March 31, 2026, when the Landlord's representative expressly consented to receiving documents at the representative's email address. It was only at that point that the Tenant had a reliable address through which notices and other documents could be served upon the Landlord. Accordingly, it was only then that the Tenant's obligation to repay the rent withheld under section 12(5) was restored.
17. Because the N4 Notice was served on March 27, 2026, at a time when the Tenant's obligation to pay rent remained suspended under section 12(4), I find that the N4 Notice was invalid when it was served. Despite section 212 of the Act, I find subsequent compliance with section 12 cannot retroactively validate a notice that was invalid at the time it was given. Accordingly, the Landlord's application for termination of the tenancy cannot succeed.
18. Following my determination that the N4 Notice is invalid, I invited submissions regarding whether the application for rent arrears should proceed given the Landlord is now in compliance with section 12(1) of the Act. The Landlord's representative advised that, if the N4 Notice were found to be invalid, the Landlord wished to withdraw the claim for rent arrears rather than proceed solely on that issue. The Tenant did not object. As such, I consent to the Landlord's application being withdrawn.

It is ordered that:

1. The Landlord's application for an eviction order pursuant to s. 69 is dismissed.
2. The Landlord's application for rent arrears pursuant to s. 87 is dismissed as withdrawn.

July 13, 2026
Date Issued

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Bryan Delorenzi
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.